

Exhibit A

LEAD PURCHASE AGREEMENT
TCPA ADDENDUM

This Lead Purchase Agreement TCPA Addendum (this “TCPA Addendum”) is entered into as of the date of last execution below by and between Paul Moss LLC (“Moss”) and Datalot, Inc (“Seller”) and shall be effective on and after October 16, 2013.

RECITALS

WHEREAS, Moss and Seller previously entered into a Lead Purchase Agreement (the “Agreement”) whereby Moss purchases consumer insurance leads (“Leads”) from Seller; and

WHEREAS, the Leads and actions taken with respect to the Leads are subject to the restrictions and requirements of the Telephone Consumer Protection Act and the FCC’s Implementing Rules and Regulations (together the “TCPA”); and

WHEREAS, Moss and Seller desire to comply with the requirements of the TCPA applicable to them, as described hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, Moss and Seller enter into this TCPA Addendum to set forth their respective rights, responsibilities and obligations, and to supplement and amend the Agreement as follows.

SECTION I – IN GENERAL

1.1 Cooperation. The parties agree to cooperate in good-faith and to assist one another in complying with the requirements of the TCPA.

1.2 Consistency. Except as set forth in this TCPA Addendum the Agreement shall remain unchanged and in full force and effect. The Agreement and this TCPA Addendum shall be construed as broadly as necessary to implement and comply with the TCPA. To the extent any term or provision of this TCPA Addendum is inconsistent with any term or provision of the Agreement, this TCPA Addendum shall control and supersede the Agreement and any ambiguity shall be resolved in favor of a meaning that complies and is consistent with the TCPA.

1.3 Continuing Compliance. The parties acknowledge that the Agreement may need to be modified to ensure compliance and consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to the TCPA, and the parties agree to amend the Agreement, at any time or from time to time, for such purposes.

1.4 Use of Subcontractors. If Seller uses one or more subcontractors to create, receive, maintain, or transmit Leads, Seller shall require each such subcontractor to agree, in writing, to comply with the express written consent requirements of the TCPA and all restrictions and conditions to which Seller is bound by this TCPA Addendum.

SECTION II – EXPRESS WRITTEN CONSENT

2.1 Acknowledgement. Seller acknowledges that the standards, requirements and specifications of the TCPA with respect to obtaining express written consent apply to Seller with respect to the Leads.

2.2 Representations and Warranties. Seller represents and warrants to Moss, and any third-party taking action with respect to a Lead, that all Leads:

- (a) were generated after clear and conspicuous disclosure of the consequences of providing the requested consent (i.e. informed the consumer they will receive future calls / texts intended to offer insurance quotation services);
- (b) sufficiently show the consumer agreed to receive such calls / texts at the telephone number(s) they designated;
- (c) did not require, directly or indirectly, that the consumer execute any agreement as a precondition to receiving insurance quotation services; and
- (d) were signed by the consumer (i.e. the consumer took affirmative action to acknowledge their intention to receive insurance quotation calls / texts).

2.3 Content and Form of Consent. Seller shall provide to Moss, in advance of the effective date of this TCPA Addendum, examples of its form document(s) containing the exact language of the consents Seller intends to provide consumers and agrees to work with Moss to implement acceptable notice and presentation formatting and to provide Moss with advance notice of material changes to approved forms. If it becomes necessary, Seller shall provide Moss with the URLs of Internet landing pages of the source in question and/or copies of other lead generation sources through which Seller generates Leads for Moss from source in question to confirm or document that they comply with TCPA content and form requirements.

SECTION III – LEADS DOCUMENTATION

3.1 Lead Data File. In addition to the mandatory data fields required under the Agreement for a lead to be considered a Valid Lead, Seller shall include for every Lead in a Lead data file a yes/no indicator of whether the consumer has provided their TCPA compliant consent, a Lead born-on date and time, and the consumer's IP address.

3.2 Consent Verification. Seller shall bear the burden of proof to show, with respect to all Leads, that the consumers provided express written consent to be called and/or texted. Seller shall maintain such documentation as is necessary to demonstrate that all TCPA express written consent requirements were met with respect to each Lead sold to Moss and shall promptly provide such documentation to Moss, at any time and from time to time, upon request. Seller agrees that it will retain and make available this consent verification proof for all Leads for a period of five (5) years from the date each such Lead is generated.

3.3 Revocation of Consent. Seller shall, with respect to all Leads sold to Moss, promptly report to Moss any consumer revocation of consent of which it becomes aware, regardless of the time or manner in which such revocation of consent may be made.

3.4 Policies and Procedures. Seller shall implement and maintain (review, modify and update as appropriate) reasonable policies and procedures to ensure: (a) all Leads generated conform to the express written consent requirements of the TCPA, and (b) Seller has documented and can produce evidence of such consent, for each Lead. Seller shall provide a copy of its TCPA policies and procedures to Moss upon request.

SECTION IV – INSURANCE, INDEMNIFICATION, SUBPOENA

4.1 Indemnification. In addition to any indemnifications obligations under the Agreement, Seller, shall indemnify, defend and hold harmless from and against any and all claims, actions, costs, expenses, losses, liabilities, and damages (each a “Claim”) arising from the Seller’s breach of this Addendum.

4.2 Response to Subpoenas. In the event Seller receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this TCPA Addendum or Leads sold to Moss, Seller shall promptly forward a copy of such subpoena, notice or request to Moss, and afford Moss the opportunity to be part of the decision making with regard thereto.

SECTION V – TERM AND TERMINATION

5.1 Term. Unless terminated sooner in accordance with the Agreement or as set forth below, this TCPA Addendum shall remain in full force and effect for so long as Seller provides Leads to Moss.

5.2 Survival. Notwithstanding the foregoing, Sections 2.2, 3.2, 4.2 and 4.3 of this TCPA Addendum shall survive any expiration or termination of the Agreement and continue in full force and effect for a period of five (5) years.

5.3 Termination. If Moss becomes aware of any pattern of activity or practice of Seller that violates this TCPA Addendum or the TCPA Moss will require Seller to promptly take reasonable steps to end such violation. If Seller becomes aware of any violation of this TCPA Addendum or the TCPA by any member of its workforce, its subcontractors or agents Seller shall promptly notify Moss and take reasonable steps to end such violation. If Seller fails to take promptly all reasonable steps necessary to end any such violation, Moss may immediately terminate the Agreement.

SECTION VI – MISCELLANEOUS

6.1 Disclaimer. Moss makes no warranty or representation that compliance by Seller with this TCPA Addendum will be adequate or satisfactory for Seller's compliance with the TCPA.

6.2 Notice. Any notice required or permitted pursuant to this TCPA Addendum shall be in writing, addressed or forwarded to the other party at the e-mail address set forth at the end of this Agreement (or to such other e-mail address as either party may designate from time to time), read receipt requested, and shall be effective on the date of receipt.

6.3 Gender and Number. The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given any effect of exclusion or limitation in this Agreement. The use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity.

6.4 No Waiver. No failure by either party to insist upon strict compliance with any term or provision of this TCPA Addendum, to enforce any right, or to seek any remedy upon any default shall affect, or constitute a waiver of, any party's right to thereafter insist upon such with respect to that default or any prior, contemporaneous or subsequent default.

6.5 Remedies. All rights and remedies provided in this TCPA Addendum are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under the Agreement or applicable law.

6.6 Execution. This TCPA Addendum may be executed in multiple counterparts, each of which shall constitute an original but all of which shall constitute one and the same addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Lead Purchase Agreement TCPA Addendum on the dates set forth below.

By: Stu Will
Title: SVP
Date: Oct. 16, 2013
E-mail Address for Notice:
stwu@data101.com

Paul Moss LLC

By: Kate Budd
Title: SVP Operations & Marketing
Date: 10-15-13
E-mail Address for Notice:
kbudd@moss corps.com